



# **COUNTY OF LOS ANGELES**

## **CHIEF INFORMATION OFFICE**

500 West Temple Street  
493 Kenneth Hahn Hall of Administration  
Los Angeles, CA 90012

**JON W. FULLINWIDER**  
CHIEF INFORMATION OFFICER

Telephone: (213) 974-2008  
Facsimile: (213) 633-4733

August 30, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF LOS ANGELES REGION IMAGERY ACQUISITION PROGRAM  
MEMORANDUM OF UNDERSTANDING AND TRUST FUND  
FOR PARTICIPATING PUBLIC ENTITIES  
(3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve as to form the attached Los Angeles Region Imagery Acquisition Program (LAR-IAP) Memorandum of Understanding (MOU) between the County and participating public entities;
2. Approve as to form the attached LAR-IAP MOU between the Chief Information Officer (CIO) and participating County departments;
3. Delegate authority to the CIO to execute the foregoing MOUs;
4. Direct the Auditor-Controller to establish an LAR-IAP Trust Fund Account (Trust Fund Account) to hold contributions from participating public entities toward the purchase and administration of the aerial imagery data; and
5. Delegate authority to the CIO to administer the Trust Fund Account, including the addition of funds to the Trust Fund and disbursements from the Trust Fund Account to support the LAR-IAP.

## **PURPOSE OF RECOMMENDED ACTIONS**

We are recommending that your Board take certain actions in connection with the Los Angeles Regional Imagery Acquisition Program (LAR-IAP), as follows:

We recommend that your Board approve as to form and delegate authority to the CIO to execute two separate MOUs in connection with the LAR-IAP. The first MOU, between the County and the public entities which will participate in the LAR-IAP (the "Participating Entities MOU"), will be the formal instrument by which each participating public entity, including the County, confirms its commitment to provide funding to the LAR-IAP and sets forth the terms and conditions for each entity's participation, in and the administration of the LAR-IAP, including the terms under which a participating public entity will make payments to the County for the aerial images and data which will be provided under the LAR-IAP. The Participating Entities MOU will be substantially in the form attached hereto as Attachment 1. The second MOU (the "Participating Departments MOU"), between the CIO and the County departments electing to participate in the LAR-IAP, sets forth the terms and conditions governing such departments' participation in the LAR-IAP and confirms the commitment by the departments to fund a pro rata portion of the County's overall cost under the LAR-IAP. The Participating Departments MOU will be substantially similar in the form attached hereto as Attachment 2.

In addition, we recommend that your Board direct the Auditor-Controller to establish an account (the Trust Fund Account) to hold contributions to the LAR-IAP made by participating public entities under the Participating Entities MOU, and delegate authority to the CIO to administer such Trust Fund Account, including the authority to make disbursements from the Trust Fund Account in support of the LAR-IAP. The establishment of the Trust Fund Account and delegation of authority to the CIO will provide the administrative authority and financial structure to manage the LAR-IAP.

The primary objective of the LAR-IAP focuses on contracting for the acquisition of updated aerial imagery data for the entire Los Angeles County region. These aerial imagery products consist of: (i) 4" resolution oblique (side view) imagery; (ii) 4" orthogonal (straight down view) imagery; (iii) digital terrain model data including 2' contours; and (iv) infrared imagery. In light of the demand for such aerial imagery data by both County departments and a variety of local public entities including cities and agencies, the LAR-IAP will include participating public entities, as well as County departments, to further leverage its purchasing power with respect to its acquisition. This will result in significantly reduced overall costs to all by sharing the acquisition and processing costs with multiple County departments and other public entities. Current estimates indicate that the cost savings to LAR-IAP participants for all four imagery products will be approximately 40% as compared to the cost of acquiring these products independently.

## **JUSTIFICATION**

### **Background**

In 1999, the Department of Regional Planning (DRP), Department of Public Works (DPW) and the Assessor's Office (Assessor) received a \$500,000 Information Technology Fund (ITF) grant to enhance their Geographic Information System (GIS) capabilities. By combining the ITF grant with \$1.3 million of their own funds, the three departments purchased 1' resolution digital orthogonal (straight down) aerial imagery (pictures), which significantly enriched and spatially improved their digital maps and provided an unprecedented informational tool to aid decision-making by integrating the imagery with other GIS data layers, including, but not limited to, parcel information, planning boundaries, new subdivisions, roads and political boundaries.

In 2003, DPW, DRP and the Assessor, recognizing the need to expand on their previous joint imagery acquisition effort, once again pooled resources, and, with the assistance of the CIO and another ITF grant, obtained detailed oblique (side view) aerial digital imagery that was integrated with the County GIS data layers. The combination of orthogonal and oblique imagery and data has made it possible to, among other things, zoom in on any parcel and any improvements located thereon, measure heights, view structures from several different angles, and find the elevation for any point on the image. The imagery has assisted County departments in numerous activities including property assessment, facilities management, flood control, road design, planning and zoning activities, and zoning enforcement.

The significant benefits of the integration of orthogonal and oblique imagery with GIS was recognized by the Quality and Productivity Commission (QPC) when this project was awarded the number two position in the 2004 "Top 10" Quality and Productivity projects. This project was also showcased at the 2004 National Association of Counties Annual Conference (NACo).

In 2002, the CIO previously contracted for a GIS study to review the use of GIS across County departments. The study identified that 90% of the data and GIS expertise was maintained in six (6) County departments and there was no formal mechanism to support resource and data sharing between all County departments. The study also determined that 75% of County departments indicated that their operations would benefit from the availability of geography information, including imagery. This growing demand for GIS data and improved data sharing has also expanded the demand for access to updated imagery.

Based on the growing interest and desire for GIS imagery data among County departments, the opportunity to acquire enhanced imagery and the potential savings through cost sharing, the Quality and Productivity Commission (QPC), Chief Information Office (CIO) and Chief Administrative Office (CAO) recognized the benefits of expanding the shared cost model for aerial imagery to County departments and other cities and agencies. With this encouragement and support, the CIO and DRP have moved forward with the formation of the LAR-IAP. Currently several municipalities and public agencies have expressed interest and intent in participating in the LAR-IAP, including the cities of Los Angeles, Long Beach,

Beverly Hills, Glendale and Santa Monica; Caltrans; the United States Geological Survey (California); and 20 other cities and public agencies.

### **FISCAL IMPACT/FINANCING**

It is anticipated that the County's financial obligation for acquiring and administering the aerial imagery data from a vendor or vendors selected through a competitive solicitation will be reduced by the amounts contributed by the participating public entities to the LAR-IAP under the Participating Entities MOU. In this connection, A Request for Proposals has been released by the CIO and the final acquisition costs for the aerial imagery data will be established based on the cost of the winning proposal. Based upon the written and verbal expressions of interest in participating in the LAR-IAP made by various public entities, the CIO projects that the net County obligation (which will be paid by participating County departments) for acquiring the aerial imagery data could be reduced to \$3.2 million, representing a savings of approximately forty percent (40%). The LAR-IAP is structured to require no additional Net County Costs.

Although the need for additional funds is not currently anticipated, funds have been allocated from a loan from the Quality and Productivity Commission and a recommended grant from the Information Technology Fund to ensure full funding of the LAR-IAP.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Both the Participating Entities MOU and the Participating Departments MOU have been approved as to form by County Counsel. The MOUs describe the purpose of the LAR-IAP and the specific responsibilities of the parties thereto. The Participating Entities MOU and the Trust Fund Account are required to formalize the participation of the participating public entities in the LAR-IAP and to receive their contributions to the LAR-IAP.

### **CONTRACTING PROCESS**

The proposed MOUs will be the legal instrument formalizing and obligating the County, public entities, and County departments under the LAR-IAP.

In connection with the acquisition of the desired aerial imagery data described above, the County issued a competitive Request for Proposals (RFP) for the acquisition of the orthoginal, digital terrain, contours, Lidar and infra-red imagery. The CIO is currently in the process of evaluating proposals which have been submitted in response to the RFP, and it is currently expected that the selection process shall be completed and a consultant selected no later than October, 2005. After negotiations with such consultant are concluded, the resulting agreement shall be submitted to your Board for approval and execution.

In addition, two other procurements will be required to support the objectives of the LAR-IAP. One procurement will be for certain oblique imagery that provides 4" color imagery at a 45 degree angle to provide a "side view" of the terrain. It is anticipated that an existing contract with a vendor currently providing such oblique imagery for other County programs will be modified and updated for use in obtaining the necessary oblique imagery data for the LAR-



IAP. The final procurement will be for a contractor to conduct a detailed analysis of the procured imagery to ensure that it is complete and accurate prior to final payments being made to the first two vendors. It is anticipated that these additional contracts will be completed in the October-December timeframe.

### **STRATEGIC PLAN GOALS**

The LAR-IAP supports the following County Strategic Goals:

1. Service Excellence  
The acquired imagery will assist in providing the public with personalized spatially specific information and direct services through web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).
2. Workforce Excellence  
Use of this imagery, combined with other data layers (parcel data, street networks, service boundaries, political boundaries, etc.), will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs. Imagery will also provide information to correct errors in parcel, land use and permit tabular data.
3. Organizational Effectiveness  
The use of standardized imagery will introduce a common language tool to all County departments and outside participating agencies to visualize the same land use issues in the same way through a common geospatial image and data layers. The service delivery systems are more efficient because the cost of the imagery and tools are shared and will allow participating departments and agencies to concentrate on their core missions.
4. Fiscal Responsibility  
By sharing the cost for acquiring this data, the County will save 40% over the cost of obtaining this necessary imagery independently.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Establishment of the LAR-IAP will achieve the following benefits:

- Cost savings: 40% on imagery acquisition costs based on the collaboration with other public entities, volume discount pricing and cost-sharing through the joint acquisition strategy.
- Cost savings: 50%-75% reduction in the indirect costs associated with the legal and procurement process by eliminating multiple procurements of the same product.
- Increased worker productivity: High levels of precision in digital aerial imagery tools will reduce time spent on site visits and provide a more comprehensive view of land use issues.

- Enhanced decision support: Digital imagery will aid in understanding and providing a context to constituent issues regarding land use issues at Board meetings, community meetings, hearings, etc.
- Service enhancement: Unifying digital aerial imagery will improve communication among all LA County government entities.
- Service enhancement: Integration of digital aerial imagery with GIS parcel databases and other GIS layers will provide a better context for improving the decision-making process.
- Future cost avoidance: Elimination of multiple acquisitions from agencies for the same area.

### **CONCLUSION**

The approval of the recommended actions is required to receive funds from participating public entities who wish to receive aerial images acquired through the LAR-IAP.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jon W. Fullinwider", followed by the word "For" in a cursive script.

JON W. FULLINWIDER  
Chief Information Officer

JWF:JM:ygd

### **Attachments**

- c: Chief Administrative Officer  
Chair, Information System Commission  
County Counsel  
Director, Regional Planning Department  
Director, Department of Public Works  
Executive Officer, Board of Supervisors

**MEMORANDUM OF UNDERSTANDING FOR THE  
LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) PROGRAM  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES**

This Memorandum of Understanding is made and entered into effective as of \_\_\_\_\_, 2005, by and among the County of Los Angeles, a political subdivision of the State of California ("County"), and the California cities, special districts and agencies set forth on Exhibit "A" attached to this Memorandum of Understanding and incorporated herein by this reference (such entities are hereinafter referred to collectively as the "Participating Entities" and each individually as a "Participating Entity"). The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County has planned to acquire new digital terrain data sets and update its digital orthogonal and oblique aerial imagery in the winter of 2005/2006 (such acquisition, the "Project");

WHEREAS, the County has become aware that various Participating Entities have similar projects currently underway or plan to undertake similar projects in the near future;

WHEREAS, in order to avoid the duplication of efforts and cost by the County and the Participating Entities in connection with the Project, the Parties desire to pool their resources to collectively undertake the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide a vehicle for the collective undertaking of the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data (the "Digital Data") which may include, but shall not be limited to, geodetic points (including triangulation), digital terrain datasets, 2 foot elevation contours, 4 inch pixel resolution color orthogonal imagery, color oblique imagery and near-infrared imagery. It is the intent of the Parties that Digital Data shall be acquired under this Agreement for all areas covered by the jurisdictions of the Parties.

2. Responsibilities of the County.

The County shall be responsible for the following:

A. Identify and provide specifications for the following types of Digital Data (or their derivatives):

- i. Geodetic Control and Pre-marking
- ii. Aerial Triangulation
- iii. Digital Terrain Datasets (DSM, DTM and DEM)
- iv. Contours with 2 Foot Interval
- v. Color Orthogonal Imagery with Four Inch Pixel Resolution
- vi. Color Orthogonal Imagery with One Foot Pixel Resolution (only for national forest lands)
- vii. Color Oblique imagery (community and neighborhood shots)
- viii. Near-infrared imagery
- ix. Elevation Contours with 5 Foot Interval (only for national forest lands)
- x. Quality Control Reports

B. Develop all necessary procurement documents (the "Procurement Documents") for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. With the cooperation of the Participating Entities, select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and manage the entire acquisition and administration process.

D. With the assistance of one or more selected contractors, provide quality control ("QC") for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entities as the Parties shall further determine.

F. Provide monthly reports to the Participating Entities on the status of the Project.

3. Responsibilities of the Participating Entities.

The Participating Entities shall be responsible for the following:

A. Where feasible, participate in the selection of a contractor or contractors to provide services in connection with the Project.



B. Where feasible, participate in the preparation of all documentation required for the Project; including review, comment and revision of documents prepared by the County in connection with the acquisition and administration of the Digital Data, including, but not limited to, the Procurement Documents.

C. Where feasible, provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

4. Mutual Responsibilities.

The Parties hereto shall be mutually responsible for the following:

A. Finance the acquisition and administration of the Digital Data, including, but not limited to, costs related to QC and distribution thereof. The total cost of such acquisition and administration (the "Total Cost") shall be allocated among the Parties based upon the algorithms set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The portion of the Total Cost allocated to a Party pursuant to Exhibit "B" shall be hereinafter referred to as such Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a special trust account to be established by the County for this purpose (the "Trust Account") and as further described in Paragraph 5 of this Agreement.

B. In the event that the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of Trust Account.

A. A Participating Entity shall have the following options in paying its Maximum Contribution hereunder:

- i. The Participating Entity may elect to pay its Maximum Contribution to the County in its entirety upon execution of this Agreement.
- ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) twenty percent (20%) by October, 2005; (b) forty percent (40%) by April, 2006; and (c) forty percent (40%) upon delivery of Digital Data, but in any event no later than September, 2006.

B. The Trust Account to be established by the County under this Agreement shall be subject to the following:

- i. All funds held in the Trust Account shall be used solely for the payment of qualified contractors selected by the County to provide goods and services in connection with the Project.
- ii. Any funds held in the Trust Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered and distributed as the Parties shall mutually agree.

6. General Terms and Conditions.

A. This Agreement shall take effect as of \_\_\_\_\_, 2005 and shall remain in effect through \_\_\_\_\_, 2006.

B. The term of this Agreement may be extended by the mutual written agreement of the Parties.

C. It is the intention of the Parties that each Participating Entity will receive with the delivery of the Digital Data an unlimited perpetual license to use the Digital Data in its own operations, with an unlimited number of seats; including, but not limited to, intranet applications, copying and printing. Each Participating Entity will have the right to transfer the Digital Data to any of its subcontractors or consultants on projects which are outsourced from its own operations. Each Participating Entity will have a license to publish orthogonal imagery, contours and digital terrain datasets on its internet web sites with a maximum resolution of 1 foot for orthogonal imagery.

D. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity will not have the right to sell, resell or otherwise transfer its license to use the Digital Data to any other person or entity.

E. This Agreement may be amended or modified with the written consent of County and a those Participating Entities whose collective Maximum Contributions comprise over fifty percent (50%) of the Total Cost of the Project hereunder.

F. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties hereto.

G. No Party may terminate its participation under this Agreement after an execution of contract(s) for acquisition of Digital Data without the prior written consent of County.

H. Other California cities, special districts and agencies may become Participating Entities under this Agreement if (i) the participation of such entity is approved by the Parties, (ii) such entity executes this Agreement, and (iii) such entity makes its Maximum Contribution as provided for under this Agreement. Any such surplus contribution will be handled in accordance with sub-paragraph 5. B ii.

I. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding for the Los Angeles Region Image Acquisition Consortium Project on the date first indicated above.

[SIGNATURES OF PARTIES TO BE SET FORTH BELOW]

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE**  
**LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) PROGRAM**  
**BY AND BETWEEN**  
**THE CHIEF INFORMATION OFFICE AND PARTICIPATING DEPARTMENTS**

This Memorandum of Understanding is made and entered into effective as of \_\_\_\_\_, 2005, by and among the Chief Information Office ("CIO") of the County of Los Angeles (the "County") ("CIO"), and those departments of the County set forth on Exhibit "A" attached to this Memorandum of Understanding and incorporated herein by this reference (such departments are hereinafter referred to collectively as the "Participating Departments" and each individually as a "Participating Department"). The CIO and the Participating Departments are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the County, under the direction of the CIO as authorized by the Board of Supervisors, plans to acquire new digital terrain data sets and update its digital orthogonal and oblique aerial imagery in the winter of 2005/2006 in conjunction with various California cities, special districts and agencies (such acquisition, the "Project");

WHEREAS, the CIO has become aware that the Participating Departments wish to acquire the Digital Data (as defined below) for use in their respective operations in return for providing a portion of the funding for the Project from their respective budgets;

WHEREAS, the CIO is willing to provide the Participating Departments the Digital Data in return for their funding a portion of the Project from their respective budgets upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

2. Purpose.

The purpose of this Agreement is to provide a vehicle for the participation of the Participating Departments in the Project. The Project shall focus on the acquisition of certain aerial imagery digital data (the "Digital Data") which may include, but shall not be limited to, geodetic points (including triangulation), digital terrain datasets, 2 foot elevation contours, 4 inch pixel resolution color orthogonal imagery, color oblique imagery and

near-infrared imagery. It is the intent of the Parties that Digital Data shall be acquired under this Agreement for all areas of the County.

3. Responsibilities of the CIO.

The CIO shall be responsible for the following:

A. Identify and provide specifications for the following types of Digital Data (or their derivatives):

- i. Geodetic Control and Pre-marking
- ii. Aerial Triangulation
- iii. Digital Terrain Datasets (DSM, DTM and DEM)
- iv. Contours with 2 Foot Interval
- v. Color Orthogonal Imagery with Four Inch Pixel Resolution
- vi. Color Orthogonal Imagery with One Foot Pixel Resolution (only for national forest lands)
- vii. Color Oblique imagery (community and neighborhood shots)
- viii. Near-infrared imagery
- ix. Elevation Contours with 5 Foot Interval (only for national forest lands)
- x. Quality Control Reports

B. Develop all necessary procurement documents (the "Procurement Documents") for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. With the cooperation of the Participating Departments, select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and manage the entire acquisition and administration process.

D. With the assistance of one or more selected contractors, provide quality control ("QC") for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Departments as the Parties shall further determine.

F. Provide monthly reports to the Participating Departments on the status of the Project.

3. Responsibilities of the Participating Departments.

The Participating Departments shall be responsible for the following:



A. Where feasible, participate in the selection of a contractor or contractors to provide services in connection with the Project.

B. Where feasible, participate in the preparation of all documentation required for the Project; including review, comment and revision of documents prepared by the County in connection with the acquisition and administration of the Digital Data, including, but not limited to, the Procurement Documents.

C. Where feasible, provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

5. Mutual Responsibilities.

The Parties hereto shall be mutually responsible for the following:

A. Finance the County's share of the acquisition and administration of the Digital Data, including, but not limited to, costs related to QC and distribution thereof. The County's share of the total cost of such acquisition and administration (the "Total County Cost") shall be allocated among the Parties based upon the algorithms set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The portion of the Total County Cost allocated to a Party pursuant to Exhibit "B" shall be hereinafter referred to as such Party's "Maximum Contribution." Each Participating Department will transfer its Maximum Contribution to a special account to be established by the CIO under the County's Information Technology Fund ("ITF") Account for this purpose (the "ITF Account") and as further described in Paragraph 5 of this Agreement.

B. In the event that the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Department shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to CIO by such Participating Department) in its entirety.

5. Payment of Maximum Contribution; Administration of ITF Account.

A. A Participating Department shall have the following options in paying its Maximum Contribution hereunder:

- iii. The Participating Department may elect to pay its Maximum Contribution to the CIO in its entirety upon execution of this Agreement.

- iv. The Participating Department may elect to pay its Maximum Contribution to CIO as follows: (a) twenty percent (20%) by October, 2005; (b) forty percent (40%) by April, 2006; and (c) forty percent (40%) upon delivery of Digital Data, but in any event no later than September, 2006.

C. The ITF Account to be established by the CIO under this Agreement shall be subject to the following:

- ii. All funds held in the ITF Account shall be used solely for the payment of qualified contractors selected by the County to provide goods and services in connection with the Project.
- ii. Any funds held in the ITF Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered and distributed as the Parties shall mutually agree.

6. General Terms and Conditions.

A. This Agreement shall take effect \_\_\_\_\_, 2005 and shall remain in effect through \_\_\_\_\_, 2006.

B. The term of this Agreement may be extended by the mutual written agreement of the Parties.

C. It is the intention of the Parties that each Participating Department will receive with the delivery of the Digital Data an unlimited perpetual license to use the Digital Data in its own operations, with an unlimited number of seats; including, but not limited to, intranet applications, copying and printing. Each Participating Department will have the right to transfer the Digital Data to any of its subcontractors or consultants on projects which are outsourced from its own operations. Each Participating Department will have a license to publish orthogonal imagery, contours and digital terrain datasets on its internet web sites with a maximum resolution of 1 foot for orthogonal imagery.

D. Notwithstanding any provision of this Agreement to the contrary, a Participating Department will not have the right to sell, resell or otherwise transfer its license to use the Digital Data to any other person or entity.

E. This Agreement may be amended or modified with the written consent of CIO and those Participating Departments whose collective Maximum Contributions comprise over fifty percent (50%) of the Total County Cost of the Project hereunder.

F. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties hereto.

G. No Party may terminate its participation under this Agreement after an execution of contract(s) for acquisition of Digital Data without the prior written consent of CIO.

H. Other departments of the County may become Participating Departments under this Agreement if (i) the participation of such department is approved by the CIO, (ii) such department executes this Agreement, and (iii) such department makes its Maximum Contribution as provided for under this Agreement. Any such surplus contribution will be handled in accordance with sub-paragraph 5. B ii.

I. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding for the Los Angeles Region Image Acquisition Consortium Project on the date first indicated above.

[SIGNATURES OF PARTIES TO BE SET FORTH BELOW: